**BENGALURU SOLID WASTE MANAGEMENT LIMITED**
Reg. Office: 30/1, 1st and 2nd Floor, UNI Building, Thimmaiah Road,
Millers Tank Bund Area, Vasanth Nagar, Bengaluru- 560052.

# REQUEST FOR PROPOSAL

Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee)

Office of the Deputy General Manager-2,
Bengaluru Solid Waste Management Limited,
1st and 2nd Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560 052

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**BENGALURU SOLID WASTE MANAGEMENT LIMITED**
Office of the Deputy General Manager-2, BSWML, 1st and 2nd Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560 056

**********

No: DGM-2/BSWML/TEND/ 07 /2024-25 Date: 15/10/2024

## INVITATION FOR TENDERS (IFT)
**Short Term Tender Notification**
**(Only through GOK KPP Portal Only)**

1. The Deputy General Manager-2, Bengaluru Solid Waste Management Limited on behalf of the Managing Director, BSWML, Bengaluru invites bids from eligible bidders for the works detailed in the table below. The Bidders may submit tenders for works given in the table through KPP portal of the Government of Karnataka (viz. https://kppp.karnataka.gov.in/#/portal/portal-home ). The Bidders are advised to note the minimum qualification criteria specified in Clause 3 of the instructions to bidders to qualify for award of the contract.

2. Any Bidder blacklisted/ barred by Bengaluru Solid Waste Management Company Limited ("BSWML") / any other entity of Government of Karnataka or by any State Government or Central Government / department / Urban local body in India from participating in bidding process individually as on the Bid Due Date and if such bar subsists, such Bidder/s shall not be eligible to participate in this RFP.

3. RFP documents may be downloaded from Government of Karnataka Procurement website https://kppp.karnataka.gov.in/#/portal/portal-home under login for Contractors: After login to Contractors, please scroll down to the right-side bottom to see List of Tenders, please click there to find the details of RFP and download copy of the tender. Only Interested Service Provider who wishes to participate should remit online transaction fee for tender after registering in the portal. The transaction fee is non-refundable.

4. Other details can be seen in the tender documents.

| Sl No. | Name of the work | Approx. Amount put to tender (Rs. in lakhs) | EMD (Amount in Rs.) | Cost of Tender Document | Period of Completion |
|---|---|---|---|---|---|
| 1 | Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee) | Rs. 825.00 excluding GST | Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance Rs.11,37,500/- by Bank Guarantee/FDR issued by Nationalized/Scheduled Bank | As per e-procurement portal | 7 Months |

1. Pre bid meeting will be held on **25-10-2024** at 15:00 hours in office of the CE & CGM (Tech), BSWML, UNI Building, Thimmaiah Road, Bengaluru- 560 052.
2. Technical Documents along with necessary information/documents must be uploaded to the e-procurement https://kppp.karnataka.gov.in/#/portal/portal-home as per tender document on or before 16:00 hours on **07-11-2024** and First Folder containing the Technical bid will be opened through e-portal only on **08.11.2024** after **16:30** hours at the stipulated venue, in the presence of the Tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
3. The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the Tenderers of any tender updates, the Employer shall not be liable for any information not received by the Tenderers. It is the

Tenderers responsibility to verify the KPP portal for the latest information related to the tender, E-mail address of the Helpdesk is hphelpdesk.blr@intarvo.com. E- procurement portal help desk telephone numbers are: 080-22371090/22373788. The tenderer is required to ensure browser capability of the computer well in advance to the last date and time for receipt of the tenders. The employer shall not be responsible for non- accessibility of KPP portal due to internet connectivity issues and technical glitches.

4. Any corrigendum/addendum will be published in the KPP portal only.
5. GST will be paid separately.

Sd/-
Deputy General Manager-2
BSWML

**Copy Submitted to the:**

1. Hon'ble Managing Director, BSWML for kind information.
2. Chief Executive Officer (BSWML) for kind information.
3. Chief Engineer & Chief General Manager (Technical), (BSWML) for kind Information.
4. Company Secretary, BSWML for kind necessary action.
5. Chief Financial Officer (BSWML) for kind information.
6. Office Copy.

## SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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## A. General

### 1. Scope of Tender

1.1 The Deputy General Manager- 2, Bengaluru Solid Waste Management Limited, on behalf of the Managing Director, BSWML, Bengaluru invites bids from eligible bidders for the construction of the works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The bidders may submit tenders for works given in the table through KPP portal of the Government of Karnataka (https://kppp.karnataka.gov.in/#/portal/portal-home ) The bidders are advised to note the minimum qualification criteria specified in clause 3 of the instruction to bidders to qualify for award of the contract.

1.2 BBMP will provide land of minimum 1 Acre or as per the requirement for setting up of 20 KLD Leachate Treatment Plant based on the selected technology through this RFP, the treated Leachate shall meet the KSPCB and the same shall be zero liquid discharge (ZLD) Mechanism.

1.3 BSWML has taken up this initiative of inviting Tender for Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee).

1.4 The bidder are free to choose their own technology. The duration to achieve the permissible parameters of the treated water and rejects of the leachate with ZLD Mechanism shall be reviewed by the independent technical committee and KSPCB and after the approvals for the both the committees, and then the COD shall be released. Till such time the trial runs have to be run by the bidders at their own cost to achieve the Minimum required parameter for the treated leachate under ZLD process to minimize the rejects of leachate. In any case the leachate rejects shall not be exceeded by 20% of the total inflow leachate quantity before COD and after COD.

1.5 The contractor will be responsible to maintain the cleanliness at the plant and the Working (active) plant area only.

1.6 Electricity & Water Connections: The Power & Water Supply for the Plant shall be arranged by successful bidder at its own cost.

1.7 The **indemnity bond** for the technology has to be submitted by the bidder. The format for the indemnity bond shall be submitted by the bidder as per the format given in **Appendix – 1**.

1.8 The design and drawings and technology has to be proof checked by the technology expert before signing of the agreement.

1.9 The plant area must be provided with suitable LED lighting system with appropriate Lux values so that sufficient lighting system is arranged for the entire plant.

1.10 BSWML shall help the successful bidder to get the necessary government approvals. However, bidder has to provide the proper documentation for the same at no additional cost

## 2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka or any other Government Departments of State or Central. The information regarding **anti blacklisting affidavit** to be submitted on stamp paper of value of Rs. 100. The format of the affidavit is Appended at **Appendix-2.**

2.2 A Bidder may be a single entity or a private entity including a company incorporated under Companies Act, 1956/2013 or registered partnership firm, registered sole proprietor, Startups, any society registered or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.3 below.

2.3 Tenders from Consortiums up to 3 members are acceptable.

a. Bids from Consortium members allowed. However, number of Constituents of Consortium is limited to three members. Lead member, one of the partners, who is responsible for performing a key function in contract management or is executing a major component of the proposed contract, shall be nominated as being in charge during the pre-qualification and tendering periods and, in the event of a successful tender, during contract execution. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of all partners of the joint venture; this authorization shall be evidenced by submitting a power of attorney signed by

legally authorized signatories of all the partners.

b. In case the Bidder is a Consortium, the members thereof should furnish a **POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM** in favor of any member, which member shall thereafter be identified as the Lead Member and Power of Attorney for signing of Bid in the format at **Appendix – 3 and Appendix – 4** signed by the members of the Consortium.

c. None of the members in a Consortium should be under any sort of ineligibility under the Bid Documents;

d. The Bid should contain the information required for each member of the Consortium; and should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical obligations;

e. In case of Consortium, the combined turnover of all member of the Consortium shall be 100% as specified at clause 3.2 a.

f. In case of Consortium, for similar nature of work the criteria can be complied by any one Member of the Consortium as specified at Clause 3.2 b, 3.2 c & 3.3 b.

g. The consortium shall submit a **Consortium Agreement /MOU** on a Rs.100.00 (Rupees One Hundred Only) Stamp Paper duly filled, signed, sealed and notarized as per the Standard Format. All members of Consortium are jointly and severally responsible for due performance of the contract. in the format for joint bidding document as per **Appendix-5.**

h. In case of successful Tenderer- the form of agreement etc. shall be signed and/or executed in such a manner as may be required, for making it legally binding on all members.

i. The lead member shall be authorized to incur liabilities, receive payments, and to receive instructions for and on behalf of the all other members of the consortium, whether jointly or severally, and the entire execution of the contract shall be carried out exclusively through the member-in-charge.

j. A Company/Firm can either participate as an individually company or can be a part of the Consortium only. If any company / Firm is found to have participated in the same package in more than one bid (either individually or as a consortium), all the bids of such companies will be summarily rejected.

k. In the event of default by any member in the execution of his part of the contract,

## 3. Qualification of the Tenderer

| Clause No. | Criteria |
|---|---|
| **3.1** | All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information |
| **3.2** | To qualify for award of this contract, the Bidder / Consortium should have been in business for the Last Five Financial years i.e., 2019-20 to 2023-24 |
| **a** | The Bidder / Consortium member shall have successfully achieved in at least any two Financial Years during las 5 financial years for a minimum Financial Turnover of not less than of **Rs.1650.00 Lakhs**. (2 times the estimated cost) Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2023 - 2024 |
| **b** | The value of the **similar nature** of the work in supply, installation and Operation of any LTP / ETP / CETP / STP and maintaining the same for minimum three months as follows:<br>1. Single work of 80% of the amount put to tender. **Or**<br>2. Two works of each of 50% of the amount put to tender. **Or**<br>3. Three works of each of 40% of the amount put to tender<br>Any one member of the consortium or the combined members of the consortium shall meet these criteria - The Bidder / Consortium member shall have Satisfactorily completed for the any of the above said values of the works of similar nature of works for any Government Agency /PSU/Semi Government/Urban Local Bodies/Service provider to Govt, in India in the last Five Financial Years (2019-20 to 2023-24), |
| **c** | The Bidder / Consortium shall have executed in any one year of last five years period, the following **specific nature** of Work: "Supply, Installation, Commissioning of **minimum of 1 Number of Leachate treatment plants of atleast 30% of the estimated quantity put to tender and have operated and maintained the plant for a minimum of 3 months**" for any Government Agency /PSU/Semi Government/ Urban Local Bodies /Service provider to Govt, in India in the last Five Financial |

| | |
|---|---|
| | Years (2019-20 to 2023-24).<br><br>Similar nature of the work means: supply, installation and operation of any LTP/ETP/ CETP/STP or any equivalent nature of treatment plant and continuously maintaining the same plant atleast three months during last five years and plant must be running/ working condition till submission of the bid. |
| | In support of this, the Bidder / Consortium / proprietorship firms shall furnish a Work order/ Purchase Order and Work Completion Certificate / Successfully Commissioning Certificate to that extent of having supplied and erected, satisfactorily completed the work along with the Technical Bid. The Value of the Completed Works shall be given a Weightage of 10% per year to bring them to the Price Level of 2023 - 2024. |

**4.** The Deputy General Manager- 2, of BSWML shall be notified within 30 days by the lead member, or in the case of lead member being the defaulter, by the member nominated as member-in-charge. The lead member shall within 60 days of the said notice, assign the work of the defaulting member to any other equally, competent party acceptable to the employer to ensure the execution of that part of the contract, as envisaged at the time of tendering.

**5.** Notwithstanding the permission to assignment of the work of the defaulting member to any other equally or more competent party acceptable to the employer as mentioned in the para above, all the members of the consortium will retain the full and undivided responsibility for the performance of their obligations under the contract and/or for satisfactory completion of the work

3.3 Each bidder should further demonstrate:

a. ~~Availability by owning the Key and Critical Equipment for this Work~~ – deleted.

b. Liquid Assets and / or availability of Credit Facilities of no less than 30% of the estimated cost (Liquid Assets from Chartered Accountant or Credit lines/ Letter of Credit certificates from Nationalized/ Scheduled Banks for meeting the Fund Requirement, etc.).

The Employer shall have the right to verify all the Men and Machinery Details / Documents submitted by the Tenderer at any point of time during Technical Evaluation of the Tender Document.

3.4 In the case of the death of a Contractor after executing the Agreement / Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor and willing, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work.

3.5 Sub-contractors' experience and resources shall not be considered in determining the Tenderer's compliance with the qualifying criteria.

3.6 The Applicant shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract(s) in the event of stoppage, start-up, or other delays in payment.

3.7 In the relevant Information Form, the Applicant shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

3.8 The audited balance sheets or other financial statements acceptable to the Employer, for the last five years shall be submitted and must demonstrate the current soundness of the Applicant’s financial position and indicate its prospective long-term profitability. If deemed necessary, the Employer shall have the authority to make inquiries with the Applicant’s bankers.

3.9 The Applicant shall supply general information on the management structure of the firm and shall make provision for suitably qualified personnel to fill the key positions, as required during contract implementation. The Applicant shall supply information on a prime candidate and on an alternate for each key position, both of whom shall meet the experience requirements specified.

3.10 The Applicant shall own, or have assured access (through hire, lease, purchase agreement, other commercial means, or approved subcontracting) to key items of equipment, in full working order, and must demonstrate that, based on known commitments, they will be available for timely use in the proposed contract. The Applicant may also list alternative types of equipment that it would propose for use on the contract, together with an explanation of the proposal.

3.11 Even though the Tenderers meet the above criteria, they are subject to be disqualified if

they have:

a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

c. Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

## 4 One Tender per Tenderer: NOT APPLICABLE

4.1 ~~Each tenderer shall submit only one tender for one work. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.~~

## 5 Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

## 6 Site visit:

6.1 The Tenderer shall, prior to submitting his Tender for the Work, visit and examine the Site of Works and its surroundings at his own expense and obtain and ascertain for himself on his own responsibility all information that may be necessary for preparing his Tender and entering into the Contract, including, inter alia, the actual Conditions regarding the Nature and Conditions of the Site, Availability of Materials, Labour, probable Sites for Labour Camps, Stores, etc. and the Extent of Lead and Lift required for the Work in complete form over the entire duration of the Contract, Restrictions, Obstructions in Work, if any, allow for all such Extras likely to be incurred due to any such Conditions, Restrictions, Obstructions, etc. in the quoted Tender Price for the Work.

6.2 In addition, the Tenderers shall also satisfy themselves about the following other Factors.

i. Site Conditions including Access to the Site, Existing and Required Roads and other Means of Transport & Communication for use by him in connection with the Work including Diversion and Rerouting of Services.

ii. Requirement and Availability of Land and other Facilities for his enabling Works, Colonies, Stores and Workshops, etc.

iii. Ground Conditions including those bearing upon Transportation, Disposal, Handling and Storage of Materials required for the Work or obtained there from.

iv. Source and Extent of Availability of Suitable Materials including Water, etc. and Labours (skilled and unskilled), required for the Work and Laws and Regulations governing their Use and Employment.

v. Geological, Meteorological, Topographical and other General Features of the Site and its Surroundings and are pertaining to and needed for the Performance of the Work.

vi. The Limit and Extent of Surface and Sub Surface Water to be encountered during the Performance of the Work and the Requirement of Drainage and Pumping.

vii. The Type of Equipment and Facilities needed, for and in the performance of the Work; and

viii. All other Information pertaining to and needed for the Work including Information as to the Risks, Contingencies, and other Circumstances, which may influence or affect the Work or the Cost thereof under this Contract. The Tenderers shall note that Information, if any, in regard to the Local Conditions, as contained in these Tender Documents, have been provided for Guidance and is not warranted to be complete.

6.3 A Tenderer shall be deemed to have full Knowledge of the Site, whether he inspects it or not, and no extra charges consequent to any misunderstanding or otherwise shall be allowed.

6.4 The Tenderer and any of his Personnel or Agents will be granted permission by the Employer or his Authorized Nominee, on receipt of Formal Application in respect thereof a Week in Advance of the Proposed Date of Inspection of Site, to enter upon the Premises and Lands for Purpose of such Inspection, but only on the Express Condition that the Tenderer shall indemnify the Employer from and against all

Liability in respect thereof and the Tenderer will be responsible for Personal Injury (whether fatal or otherwise), Loss or Damage to Property and any other Loss, Damage, Costs and Expenses however caused which, but for the Exercise of such Permission, would not have arisen

## B. Tender documents

### 7 Content of Tender documents

The Contractor should go through the Tender Document and submit the response/commercial /technical through KPP portal online after downloading the tender document.

### 8 Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 Pre-tender meeting**:**

8.2.1 The Tenderer or his Authorized Representative is invited to attend a Pre-Tender Meeting, which will take place at the Office of **The CE and CGM(Tech), BSWML, 2nd Floor, UNI Building, Thimmaiah Road, Bengaluru – 560 056 on 25/10/2024 at 15.00Hrs**.

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer **not later than 25/10/2024 at 16.00Hrs**.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the

tender documents listed in Clause 7 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

**9 Amendment of Tender documents**

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be posted online in the KPP portal which Contractors should download.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders on line through e-procurement portal, in accordance with Sub-Clause 16.2 below.

## C. Preparation of Tenders

**10 Documents comprising the Tender**

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 First Cover: AS PER E-PORTAL

10.1.1.1 Earnest Money Deposit: in the format as explained e-Procurement platform and in the form as specified in the KPP portal or the

10.1.1.2 Qualification Information as per formats given in Section 3;

10.1.2 Second Cover: AS PER E-PORTAL

10.1.2.1 The Tender (in the format indicated in Section 4)

10.1.2.2 Priced Bill of Quantities (Section 9 &10); online through e-procurement portal, no hardcopy of commercials should be attached or disclosed. Any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections

3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

## 11 Tender prices

11.1 The Contract shall be Turn Key Lump Sum condition based on Tenderer's own Design for the Whole Works as described in Sub Clause 1.1.

11.2 The Tenderer shall fill in the Lump Sum Price (both in Figures and in Words) for the Whole Works. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 The Price quoted by the Tenderer shall be for the Whole Works as noted in the Schedule, Specifications and elsewhere in this Document and shall hold good till the Completion of Work. They shall be exclusive of GST but inclusive of all Taxes, Duties and Levies including Sales Tax, Municipal Taxes, Local Taxes, Octroi, ESI, all Royalties, Patent Rights, other Incidental Charges, etc. The Rate shall also include the Cost of all Labours, Materials, Plant, Machinery, Equipment, Carriage and other Inputs involved in the Execution and Completion of the Work.

11.4 The Contractor will have to make his own Arrangements for Water, Electricity, Place for Storage of Construction Materials, Casting Yards, Labour Camps, etc. required for Construction and shall use his own Plant and Machinery, which may be required for the Speedy Execution of the Work.

11.5 During any Traffic Diversion, the Contractor shall provide necessary Signages, Signals, Lighting Arrangements, etc. The Quoted Rate shall also be inclusive of Providing Skilled Personnel for Traffic Diversion as per the Requirements of the City Traffic Police.

## 12 Tender Validity

12.1 Tenders shall remain valid for a period not less than **One Hundred eighty (180) days** after the Deadline Date for Tender Submission specified in Clause 16. A Tender valid for a Shorter Period shall be rejected by the Employer as non-Responsive.

12.2 In Exceptional Circumstances, prior to expiry of the Original Time Limit, the

Employer may request that the Tenderers may extend the Period of Validity for a Specified Additional Period. The Request and the Tenderers' Responses shall be made in Writing or by Cable. A Tenderer may refuse the Request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the Request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a Period of the Extension, and in compliance with **Clause 13** in all respects.

## 13 Earnest money deposit

The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as Rs.1,00,000/- through e- payment under of the following i.e., online / RTGS / NEFT / OTC and the balance Rs.11,37,500/- by Bank Guarantee/FDR issued by Nationalized/Scheduled Bank

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).

## 14 Format and signing of Tender

14.1 The Electronic Tendering System for the Construction of Work comprises of two Stages (i) Technical Bid and (ii) Financial Bid. The Tenderers are required to submit the Tender Documents in two stages electronically.

14.2 The Tender shall contain no Alterations or Additions, except those to comply with instructions issued by the Employer that are duly incorporated.

## D. Submission of Tenders

### 15 Sealing and Marking of Tenders:

15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of KPP Procurement itself https://kppp.karnataka.gov.in/#/portal/portal-home . The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 10 shall be attached to the e - Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria /Qualification Information / Design Details with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.

15.2 No Physical Documents shall be considered. However, all the participating Tenderers shall produce all the Original Documents / Hard Copy of the Scanned Documents uploaded in the Portal for Verification whenever asked by the Employer.

### 16 Deadline for submission of the Tenders:

16.1 Tenders must be received by the Employer at the Website Address specified above no later than **07/11/2024 up to 16.00 Hrs.**

16.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

### 17 Late Tenders

17.1 In online e-procurement system, you shall not be able to submit the bid after the bid submission time and date as the icon or the task in the KPP portal will not be available.

### 18 Modification and Withdrawal of Tenders

18.1 Tenderers may modify Contents of Technical Bid or Financial Bid before the deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their Tenders by cancelling his Bid on the Website only before the Deadline prescribed in Clause 16.

18.3 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.

18.4 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the Forfeiture of the Earnest Money Deposit pursuant to Clause 13.

18.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or include in the Original Tender Submission.

## E. Tender opening and evaluation

### 19 Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the Technical Bids of all the Tenders received in the presence of the Tenderers or their Representatives who choose to attend at **16.30hrs on** 08/11/2024. In the event of the Specified Date of Tender Opening being declared a Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the Next Working Day.

19.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such other Information as the Employer may consider Appropriate will be announced by the Employer at the Opening.

19.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.

19.4 The Employer will evaluate and determine whether each Tender (a) is accompanied by the Required Earnest Money Deposit as per stipulations in ITT Clause 13.1 and (b) meets the Minimum Qualification Criteria stipulated in ITT Clause 3 and (c) contains the Tenderer's Designs and Drawings on the basis of the Parameters fixed in the Tender Document. The Employer will draw out a List of Qualified Tenderers.

### 20 Opening of Second Cover of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open online the Second Covers of Qualified Tenderers at the date, time and the venue specified in the e- procurement portal, in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 Not Applicable

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, and such other details as the Employer may consider appropriate, will be announced by the

Employer at the opening.

20.4 The employer shall prepare minutes of the tender opening including the information disclosed to those present in accordance with the sub clause 20.3

**21 Process to be confidential**

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

**22 Clarification of Tenders**

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

**23 Examination of Tenders and determination of responsiveness**

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has digitally signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the

scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## 24 Correction of errors

24.1 Tenders determined to be Substantially Responsive will be checked by the Employer for any Arithmetic Errors. Errors will be corrected by the Employer as follows.

(a) Where there is a Discrepancy between the Rates in Figures and in Words, the lower of the two will govern

24.2 The Amount stated in the Tender will be adjusted by the Employer in accordance with the above Procedure for the Correction of Errors and, with the Concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the Corrected Amount the Tender will be rejected, and the Earnest Money Deposit may be forfeited in accordance with Sub Clause 13.6 (b).

## 25 Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be Substantially Responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows.

a. Making any Correction for Errors pursuant to Clause 24 and
b. Making Appropriate Adjustments to reflect Discounts or other Price Modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any Variation, Deviation or Alternative Offer. Variations, Deviations and Alternative Offers and other Factors, which are in excess of the requirements of the Tender Documents or otherwise result in Unsolicited Benefits for the Employer, shall not be taken into account in Tender Evaluation.

25.4 Deleted.

25.5 If the Tender of the Successful Tenderer is seriously Unbalanced in relation to the Employer's Estimate of the Cost of the Work to be performed under the Contract, the Employer may require the Tenderer to produce Detailed Price Analyses for any or all Items of the Financial Bid, to demonstrate the Internal Consistency of those Prices with the Construction Methods and Schedule Proposed. After Evaluation of the Price Analyses, the Employer may require that the Amount of the Performance Security set forth in Clause 29 be increased at the expense of the Successful Tenderer to a level sufficient to protect the Employer against Financial Loss in the event of Default of the Successful Tenderer under the Contract.

## F. Award of Contract

### 26 Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be Substantially Responsive to the Tender Documents and who has offered the Lowest Evaluated Tender Price, provided that such Tenderer has been determined to be Eligible in accordance with the Design and Drawings submitted by the Tenderer as per the Scope of Work, Design Criteria (as detailed in Section 6) and Tender Drawings as Criteria.

### 27 Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

### 28 Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by, e-mail or facsimile or KPP portal or through letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

**29 Performance Security:**

29.1 Within 30 days of receipt of the Letter of Acceptance, the Successful Tenderer shall deliver to the Employer a Performance Security in any of the forms given below for an Amount equivalent to 5% of the Contract Price plus Additional Security amount of 50% for the total amount for Unbalanced Tenders in accordance with Sub Clause 25.5 of ITT and Clause 43 of the Conditions of Contract.

- Banker's Cheque/ Demand Draft/ Pay Order in favor of The Managing Director, BSWML, Bengaluru payable at Bengaluru or
- Bank Guarantee in the Form given in Section 11.
- Specified Small Saving Instruments pledged to The Managing, Director, BSWML, Bengaluru.

29.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized or Scheduled Bank.

29.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Contractor.

29.4 Failure of the Successful Tenderer to comply with the Requirements of Sub Clause 29.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

29.5 The Security Deposit will be discharged in the Stages as mentioned in Clause 65 of Special Conditions of Contract.

**30 Advance Payment and Security:**

30.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

## 31 Corrupt or Fraudulent practices

31.1 The Government of Karnataka (GOK) requires that the Tenderers/ Suppliers/ Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

a. will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

b. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

## SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

| | | |
|---|---|---|
| 1.1 | Constitution or Legal Status of Tenderer | [Attach Copy] |
| | Place of Registration | [Attach Copy] |
| | Principal Place of Business | [Attach Copy] |
| 1.2 | Total Value of Similar Works executed and Payments received in the last five years (in Rs. Lakh) | 2019 - 20 |
| | | 2020 - 21 |
| | | 2021 - 22 |
| | | 2022-23 |
| | [Attach Certificate from Chartered Accountant] | 2023-24 |

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

| Project Name | Name of Employer | Description of Work | Contract Number | Value of contract Rs Lakhs | Date of issue of Work | Specified period of completion | Actual date of completion | Remarks explaining reasons for delay in completion |
|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

| Year | Name of Work | Name of Employer | Quantity of work performed (As per Section 3 Qualification of the Tenderer Clause 3.2(c)) | Remarks (Indicate contract reference) |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 2019-20 | | | | |
| 2020-21 | | | | |
| 2021-22 | | | | |

| | | | | |
|---|---|---|---|---|
| 2022-23 | | | | |
| 2023-24 | | | | |

1.5 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.6 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

| Sl No | Position | Qualification | Name of the Staff |
|---|---|---|---|
| 1 | | | |

1.7 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.8 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

**ON BANKS LETTER HEAD**

**……..**

**" Format for Banker's Certificate/ Credit Lines/Letter Of Credit**
(On the letterhead of the Banker)

To,
Sir/ Madam,

Subject: Banker's Certificate/ Credit Lines/Letter Of Credit .....
RFP Ref. No. .....

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely " ....." is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... Lakhs to meet the working capital requirements for executing the above contract

Name of the Bank,
Senior Bank Manger with Signature

Address:.....
Banker's Signature
Name: Designation:
Seal:

1.9 Deleted

1.10 Information on litigations in which the Tenderer is involved:

| Other Party (ies) | Employer | Details of dispute | Amount involved | Remarks showing present status |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |

1.11 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

## SECTION 4:

## FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

### Form of Tender

Description of the Works: **Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee) "**

To

Deputy General Manager-2,
Bengaluru solid waste Management Limited (BSWML))
#30/1, 1st and 2nd Floor, UNI Building, Thimmaiah Road,
Vasanth Nagar, Bengaluru, Karnataka 560052

Dear Sir,

We _____ offer to construct and maintain until date of commercial operation the Works described above in accordance with the Terms and Conditions, Scope of Work, Conditions of Contract accompanying this Tender for the Lump Sum Fixed Contract Price of [in figures] ( ) [in letters].

This Tender and your Written Acceptance of it shall constitute a Binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against Fraud and Corruption in Force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender Validity and Earnest Money Deposit required by the Tender Documents.

Yours faithfully
Authorized Signature:

Name and Title of Signatory:
Name of Tenderer:
Address:

**Letter of Acceptance**

(Letter Head Paper of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sirs

This is to notify you that your Tender dated _____ for execution of the **Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee) "**for the Contract Price of Rupees…….. (Amount in both Words and Figures), as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

You are hereby requested to furnish Security Deposit plus Additional Security for Unbalanced Tenders in Terms of Sub Clause 25.5 of ITT, in the form detailed in Clause No. 29.1 of ITT for an amount of Rs._____within 30 days of the Receipt of this Letter of Acceptance valid up to 30 days from the Date commercial operation i.e. up to __and sign the Contract, failing which action as stated in Clause No. 29.4 of ITT will be taken.

Yours faithfully

Authorized Signature

Name and Title of Signatory

Name of Agency

## Issue of Notice to Proceed with the Work

(Letter Head Paper of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sirs

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITT Clause29.1 and signing of the Contract Agreement for the **Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee) "** for a Tender Price of Rs_____. , you are hereby instructed to proceed with the execution of the said works in accordance with the Contract Documents.

Yours faithfully

(Signature, Name and Title of Signatory authorized to sign on behalf of Employer)

## Agreement Form

This Agreement, made on the _____day of 20_____, between _____ [Name and Address of Employer] (hereinafter called "the Employer") of the one part and_____[Name and Address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute **Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee) "** (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a Contract Price of Rupees _____.

NOW THIS AGREEMENT WITNESSETH as follows.

1. In this Agreement, Words and Expression shall have the same Meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the Payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any Defects therein in conformity in all aspects with the Provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and Completion of the Works and Remedying the Defects wherein the Contract Price or such other Sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz.

i. Letter of Acceptance.
ii. Notice to proceed with the Works.
iii. Contractor's Tender.
iv. Contract Data.
v. Conditions of Contract (including Special Conditions of Contract).
vi. Specifications.
vii. Drawings.
viii. Financial Bid.
ix. Minutes of Meeting of Pre- Tender Meeting and
x. Any other Document listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.



Service Provider Deputy General Manager -2

The Common Seal of was hereunto
affixed in the Presence of :

Signed, Sealed and Delivered by the said in the Presence of:

Binding Signature of Employer

Binding Signature of Contractor

# SECTION 5: CONDITIONS OF CONTRACT

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# Conditions of Contract

## A. General

### 1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.

**Compensation events** are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2. The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body who's Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract. The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.

**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

## 2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

i. Agreement.

ii. Letter of Acceptance, notice to proceed with the Works.

iii. Contractor's Tender.

iv. Contract Data.

v. Conditions of Contract.

vi. Specifications.

vii. Design details, Specifications and Drawings.

viii. Financial Bid.

ix. Minutes of Meeting of Pre-Tender Meeting and

x. Any other Documents listed in the Contract Data as forming Part of the Contract.

**3. Law governing contract**

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

**4. Employer's decisions**

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

**5. Delegation**

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

**6. Communications**

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

**7. Subcontracting: - Deleted**

**8. Other Contractors**

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer

**9. Personnel**.

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by the Employer from time to time during the

execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

**10. Employer's and Contractor's risks**

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

**11. Employer's risks**

11.1 The Employer is responsible for the excepted risks which are:

a. rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

b. a cause due solely to the design of the Works, other than the Contractor's design; or

c. any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor

i. could not have reasonably foreseen; or

ii. could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

A. prevent loss or damage to physical property from occurring by taking appropriate measures or

B. insure against such loss or damage

**12. Contractor's risks**

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor

12.2 A Cause due solely to the Contractor's Design.

**13. Insurance:**

13.1 The Contractor shall prior to commencing the works effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the date of commercial operation), in the amounts stated in the Contract Data:

a. for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

b. for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

c. for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments are due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

**14. Site Investigation Reports:**

14.1 Deleted.

**15. Queries about the Contract Data**

15.1 Deleted.

**16. Contractor to construct the Works**

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings which have been designed by himself and approved by the Employer.

**17. The Works to be completed by the Intended Completion Date**

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

**18. Approval by the Employer:**

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

**19. Safety**

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

**20. Discoveries**

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

**21. Possession of the Site**

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

**22. Access to the Site**

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/ fabricated/ assembled for the works.

**23. Instructions**

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

**24. Procedure for resolution of Disputes:**

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

## B. Time Control

### 25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

### 26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

### 27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

### 28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

## C. Quality Control

### 29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

### 30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

### 31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before commercial operation date, which begins at Completion and is defined in the Contract Data.

31.2 Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

### 32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

## D. Cost Control

**33. Financial Bid**

33.1 The Financial Bid shall contain Items for the Construction, Installation, Testing and Commissioning, O and M Work to be done by the Contractor.

33.2 Deleted.

**34. Variations: -Deleted-**

**35. Payments for Variations: - Deleted –**

**36. Submission of bills for payment:** Refer Clause 13 of Special Conditions of Contract.

**37. Payments**

37.1 Payments shall be adjusted for deductions for advance payments, other than recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed program payment is subject to availability of the grants.

37.2 Items of works for which no rate or price has been entered in will not be paid for by the employer and shall be deemed covered by other rates and prices in the Contract.

37.3 In every bill an amount equivalent to 5% of payable amount shall be deducted towards Security Deposit. This amount shall be released within 30 days of the Commercial Operation Date.

**Payment Schedule:**

| Description of Milestone | Task | Percentage of payment to be released based on approved contract value |
|---|---|---|
| Mile Stone 1 | Detailed Designof Components & Submission of Drawings after proof checking of design & drawings | 5% |
| Mile Stone 2 | Procurement of Equipment | 35% |
| Mile Stone 3 | Establishment of civil structures | 35% |
| Mile Stone 4 | Erection of Equipment | 10% |
| Mile Stone 5 | Electrical works and commissioning | 5% |
| Mile Stone 6 | Testing & Commissioning | 10% |
| Mile Stone 7 | Trial Run duration | As per clause 49 of SCC |

**38. Compensation events:** Refer Clause 15 of Special Conditions of Contract.

**39. Tax**

39.1 The Rates quoted by the Contractor shall be deemed to be exclusive of GST, inclusive of all other taxes such as Municipal Taxes, Local Taxes, Octroi, ESI, all Royalties, Patent Rights, other Incidental Charges, etc., but exclusive of GST that the Contractor will have to pay for the Performance of this Contract. The Employer will perform such Duties in regard to the Deduction of such Taxes at Source as per Applicable Law. The Rate shall also include the Cost of all Labours, Materials, Plant, Machinery, Equipments, Carriage and other Inputs involved in the Execution and Completion of the Work.

**40. Price Adjustment: Deleted**

**41. Liquidated damages**

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount

defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

**42. Advance Payments:** Refer Clause No. 51 of Special Conditions of Contract.

**43. Securities:**

The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of commercial operation and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

**44. Cost of Repairs:**

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## E. Finishing the Contract

### 45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

### 46. Taking over

The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

### 47. Final account

47.1 The Contractor shall supply the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before commercial operation date. The Employer shall issue a completion Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

### 48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

### 49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

a. The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

b. The Contractor becomes Bankrupt or goes into Liquidation other than for

Reconstruction or Amalgamation.

c. The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

49.3 The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

49.4 If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

49.5 For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.6 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.7 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.8 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

**50. Payment upon Termination**

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer

exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

**51. Property**

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a contractor’s default.

**52. Release from performance**

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## F. Special Conditions of Contract

The following Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and Instructions to Tenderers as an Extension and not in Limitation of the Obligations of the Contract. In case of Discrepancy between these Special Conditions of Contract and the General Conditions of Contract, the decision of the Employer shall be final and binding on the contractor.

a. The Eligible Tenderer shall submit his Tender for the Work on Turn Key Lump Sum Basis based on his own Design. In this connection, Section 6 on the "Scope of Work" may be referred.

b. Work shall not be sublet.

c. The Contractor is not to vary or deviate from the Drawings, Specifications, Stipulation, Conditions of Contract or Instructions to execute any work of any kind whatsoever unless so authorized by the Employer in writing.

d. Setting out: The Contractor is to set out the whole of the Work in conjunction with an Officer to be deputed by the Employer and during the Progress of the Works to amend on the requisition of the Employer any errors, which may arise therein and provide all the necessary Labour, Materials and Equipments for doing so. The Contractor is to provide all Tools, Plant, Machinery, Labour, and Materials, which may be necessary and required for the Work. All Materials and Workmanship shall conform to the Relevant Specifications mentioned in the Tender Documents.

**1. Labour:**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

**2. Compliance with labour regulations:**

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

**3. Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

**4. Taxes and Duties (GCC Clause No 39)**

The Lump Sum (L.S.) Amount for which the Tender is approved shall be exclusive of all Expenses for the proper and entire Completion of the Work and shall be exclusive of GST but inclusive all Taxes, Duties and Levies including Sales Tax, Municipal Taxes, Local Taxes, Octroi, all Royalties, Patent Rights, other Incidental Charges, etc., The Tenderer may consider Taxes, Duties, Royalties, etc. for the Purpose of Tendering prevailing one month earlier to the Date of Submission of the Tender. Subsequent Changes affected either by Government of Karnataka or Government of India, the Employer may consider Reimbursement of such Increase in the Taxes, Duties, Royalties, etc. upon proper Certification from Appropriate Tax Authorities. Any Reduction in Taxes, Levies, Royalties, etc. either by Government of Karnataka or Government of India, the Tenderer shall reimburse difference in such reduction to the Employer.

**5. Site Visit**

The Tenderer shall, prior to submitting the Tender for the work, examine the Drawings, Conditions of Contract and Specifications of Work. He shall visit the Site and ascertain and satisfy himself regarding Actual Climate and Physical Conditions of the Site, Nature, Extent and Practicability of Work, Means of Communication and Access to Site, Availability of Materials, the Extent of Leads and Lifts involved in the Work over the entire Duration of the Contract including Local Conditions, Probable Site for Labour Camps, Stores, Godowns, Casting Yard, Traffic Diversion, etc. The Tenderer's Offer shall take into Consideration all such Factors. The Tenderer shall himself obtain all necessary Information at his Risk, Contingencies and other Circumstances, which may affect or influence his Tender. No Extra Charges consequent of any Misunderstanding or otherwise shall be allowed. The expression 'Site' as stated above shall include the Construction Site of the Grade Separators including all Components described in the Scope of Work.

**6. Arbitration (GCC Clause 24)**

The Procedure for Arbitration shall be as follows.

a) In case of Dispute or Difference arising between the Employer and the Contractor relating to any Matter arising out of or connected with this Agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Disputes or Differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by Agreement between the Parties; failing such Agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in **Annexure A**).

b) Arbitration Proceedings shall be held at Bengaluru, Karnataka State.

c) The Cost and Expenses of Arbitration Proceedings will be paid as determined by the Arbitrator. However, the Expenses incurred by each Party in connection with the Preparation, Presentation, etc. shall be borne by each Party itself.

d) Performance under the Contract shall continue during the Arbitration Proceedings and Payments due to the Contractor by the Employer shall not be withheld, unless they are the Subject Matter of the Arbitration Proceedings.

**7.** The Tender Documents loaded in the e - Procurement Portal, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

**8.** The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions I Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

**9.** In case of Discrepancy/ Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and I or the Drawings, Conditions of Contract, Pre- Qualification Document and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding

Authority with regard to the Intention I Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

**10.** The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

**11.** Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

**12. Possession of the Site (GCC Clause 21)**

The Employer shall give the possession of the Site in phased manner or as a whole to the Contractor based on the mutually agreed Construction Schedule between the Employer and the Contractor. If Possession of a Part is not given as per the mutually agreed Schedule, then the Employer will assess the Probable Delay that may arise due to non-availability of that particular part of Site to the Contractor.

**13. Submission of Bills for Payment (GCC Clause 36)**

**13.1** The Intermediate Billing Schedule shall be decided and mutually agreed upon by the successful Tenderer and the Employer on the basis of the Priced Bill of Quantities to be submitted by the successful Tenderer and shall be within Reasonable Alteration. Intermediate Payments shall be made on the Basis of Work assessed by the Employer which will be made on the basis of Quantum of total Work involved as per Intermediate Billing Schedule and Quantum of Work actually executed at a particular Point of Time (within that stage) for such items. The Decision of the Employer shall be final and binding for this Purpose.

**13.2** The Contractor shall submit to the Employer Running Bills based on the Value of the Work completed as per the Percentage of Breakup of Lump Sum Cost less the Cumulative Amount Paid previously.

**13.3** The Employer shall check the Contractor's Bill and determine the Value of the Work executed which shall comprise of Value of the Bill of Quantities based on the Percentage of Breakup of Lump Sum Cost Completed.

**13.4** The Employer may exclude any Item paid in a Previous Bill or reduce the Proportion of any Item Previously Paid in the Light of Later Information.

**13.5** It shall be accepted as a Condition of the Contract that the Payment of the Final Bill of the Contractor, less the Withheld Amount and his Acceptance thereof shall constitute a Full and Absolute Release of the Employer from all further Claims by the Contractor under the Contract.

**13.6** All Bills shall be prepared by the Contractor for submission, in the Prescribed Format, which have to be procured by the Contractor and got approved by the Employer before presenting the same.

**14. Change of Scope of Work**

Employer reserves the rights to issue **Change of Scope** in the project extent up to ±10% of Contract Amount.

14.1 Employer shall issue Change of Scope

a. Until Substantial Completion of the Project, Employer shall be entitled to issue a Change of Scope.

b. If Employer submits to Contractor in writing a duly signed proposed Change of Scope, Contractor must respond to Employer, to the extent practicable, within thirty (30) Days with a written statement setting forth the effect, if any, which such proposed Change of Scope would have on the Contract Price, the Project Schedule, the Design Basis, the Payment Schedule, any of the Minimum Acceptance Criteria, Performance Guarantee or Guarantee Conditions, and/or any other obligation or potential liability of Contractor hereunder (collectively or individually, the "Changed Criteria").

c. The estimate for change of scope shall be based on the current and applicable schedule of rates at the time of issue of change of scope without any tender premium. The contractor is obligated to execute the work of change of scope at the

estimate prepared as per the applicable schedule of rates at the time of issue of change of scope of work.

d. The payment shall be made to contractor in 3 milestones for the change of scope of work, the milestone shall be mutually agreed between the employer and the contractor.

**15. Compensation Events (Clause 38)**

15.1 The following are the Compensation Events for Time Extension only unless they are caused by the Contractor. In any case, these Compensation Events shall not entitle the Contractor to claim financially whatsoever.

a. The Employer does not give Access to a Part of the Site as per the mutually agreed Construction Schedule between the Employer and the Contractor.

b. The Employer orders a Delay or does not approve Drawings, Specifications or Instructions Required for Execution of Works on time.

c. The Employer instructs the Contractor to uncover or to carry out Additional Tests upon work which is then found to have no Defects.

d. The Employer gives an Instruction for dealing with an Unforeseen Condition, caused by the Employer, or Additional Work required for Safety or other Reasons.

e. The Effect on the Contractor of any of the Employer's Risks.

f. The Employer unreasonably delays issuing a Certificate of Completion / Scheduled Payment.

g. Other Compensation Events listed in the Contract Data or mentioned in the Contract.

**15.2** If a Compensation Event would prevent the Work being completed before the Intended Completion Date, the Intended Completion Date may be extended. The Employer shall decide whether and by how much the Intended Completion Date shall be extended.

**15.3** The Contractor shall not be entitled to Compensation to the Extent that the Employer's Interests are adversely affected by the Contractor not having given Early Warning or not having cooperated with the Employer.

## 15.4 Supply of Minimum Quantity of Leachate for Treatment – Deleted

~~a. On Completion of the project by the Contractor in accordance with the provisions of this Tender, the Employer shall at its own cost, risk and expense supply raw leachate of an aggregate monthly quantity of minimum of 60% designed capacity of Leachate Treatment Plant during the Operation Period.~~

~~b. In the case of shortfall in the supply of assured quantity of Leachate as above, The Employer shall make good for compensating for the Operation and Maintenance cost for the average shortfall falling below 80% of the designed capacity of the plant as per below formula:~~

~~**C = (A x B) x 0.40**~~

~~Where,~~

~~C = Monthly Compensation amount to be paid to agency for the monthly average short supply of Leachate below 80% of Designed Capacity;~~

~~A = Average Monthly Short supply of Leachate in Litres (To be calculated if the average monthly supply falls below 80% of designed capacity)~~

~~B = O & M cost per Litre for the Particular year as approved.~~

**16.** Time is the Essence of the Contract and it shall be clearly understood that the Contractor is bound to complete the Work in every respect within the Intended Completion Period as stated in the Contract Data.

a. The Total Work to be executed shall be divided into seven to ten Milestones on mutually agreed Schedule between the Employer and the Contractor. These Milestones shall be based on Financial Progress in concurrence with respective Physical Progress. Progress of Work will be reviewed monthly or at the end of each Milestone. In case the Progress achieved falls short by more than 25% of the Cumulative Programme, the Reasons for such Shortfall shall be examined and a Record made thereof apportioning the Responsibilities for the Delay between the Contractor and the Employer.

b. In respect of the Shortfall in Progress (reviewed monthly / at the end of the each Milestone), assessed as due to the Delay on the Part of the Contractor, the Contractor shall be Liable to pay as Penalty an Amount equal to **0.5%** of the Estimated Cost of the Balance Work assessed according to the Programme, for every day that the due Quantity of the Work remains incomplete provided always that the Total Amount of Penalty to be paid under the Provisions of this Clause shall not exceed **10%** of the Lump Sum Contract Value as quoted by the Contractor. In case the Contractor picks up the Progress and completes all Works as per Tender within the Intended Completion Period, the Entire Amount so recovered above will be returned back to the Contractor without any Interest. The Time of Completion is to be certified by the Committee formed for this Purpose by the Employer.

**17. Progress of Work**

The Contractor shall give the Employer on the 15th Day of each Month a Progress Report of the Work done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any sorted out, the Contractor shall thereupon take such Action as may be necessary to bring back his Work to Schedule without any Additional Cost to the Employer by employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

**18. Drawings to be kept at Site**

The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

**19. Inspection of Works**

In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor

shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, to be present for that Purpose.

**20. Foreign Exchange**

It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items I Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

**21. Night Work**

For Completing the Work well within the Intended Completion Period, the Contractor might be required to work in two or more Shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, notwithstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and the Agreement entered into and for Extra Amounts towards any other Reason. None of the Permanent Works shall be carried out during Night or on Authorized Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

**22. Existing Services / Utility Lines**

The Permanent Relocation of existing Services or Utility Lines / Laying of New Services or Utility Lines shall be executed by the Contractor as per the Approved Plan,

Methodology and under the Supervision by the respective Service Departments. **The contractor shall be paid at actuals for the utility shifting as per the approved estimate from the respective utility departments**. The Liaising, coordinating for getting the estimates prepared, approved will be the responsibility of the contractor, no delay compensation or time compensation shall be entertained in this regard.

Existing Drains, Gas Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines or any other utility services, which do not require Permanent Relocation, encountered in the Course of the Execution of the Work shall be protected / repaired / maintained in all respects in terms of Materials, Labour, etc. against the knowingly / unknowingly Damage by the Contractor at the Contractor's own risk and cost. The Contractor shall not store Materials or otherwise occupy any part of the Site in a manner likely to hinder the Operation of such Services. In case Temporary Relocation of such Services or Utility Lines is required to facilitate the Work, the Contractor at no Extra Cost shall do the same.

**23.** No Work shall be covered or put out of View without the Approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

**24.** No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, Casting Yard, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

**25.** The Contractor shall make his own arrangement for the Disposal of the Spoils or Excavated earth or Debris from the Works to such Place, approved by the Employer, where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

**26.** The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

**27.** The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

**28.** The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.

a. The Contractor shall make his own arrangement for Electricity and Water Supply for the Erection & commissioning of the plant. However, the Employer will arrange the Power supply for the Plant from the concerned Department at its own cost. the deposit towards electricity and water connection will be reimbursed by BSWML on production of the actual receipt.

b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Standby Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

**29.** No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

**30.** The Contractor shall maintain in Good Condition all Work till the Completion of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shall not be held Responsible for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any other of his authorized Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly to the Department /Authority/ Persons concerned by the Contractor at his own Cost.

**31.** The Contractor will take all Necessary Measures for the Safety of Traffic and Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags, Lights and Skilled Flagmen, as necessary, all around the Excavation /

Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs/ Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

Barricading and Safety Requirements are very Important Aspects at this Portion of the Road. The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractor shall be Liable to action under Relevant Clauses / Conditions of the Agreement.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation @ Rs.1000/- per Sqm of Area left Unbarricaded.

The Employer shall give Notice to the Contractor for such Barrication and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the Employer in respect of the above shall be final and binding. The Contractor shall be held fully responsible for any lapses and consequent losses (Damages, Injuries, Death, etc.) in this regard.

The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

**32.** All Arrangements for Traffic Diversion during Construction including Maintenance thereof (within the Battery Limits) shall be considered as Incidental to the Work and Contractor's Responsibility. The Contractor shall obtain Necessary Approval of the Diversion Plans from the concerned Authorities. The Contractor's Turn Key Lump Sum

Quoted Rate shall also be inclusive of any Incidental Work required for providing Adequate Carriageway Width to Traffic as acceptable to the Authorities.

**33. Safety of Workers**

In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes (Latest Edition) shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs.1000/-** per Day for each day of Delay from the Date of Notice issued to the Contractor in this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

| | | |
|---|---|---|
| i. | IS: 3696 (Part I) | Safety Code for Scaffolds and Ladders |
| ii. | IS: 3696 (Part II) | Safety Code for Scaffolds and Ladders, Part II Ladders |
| iii. | IS: 3764 | Safety Code for Excavation Work |
| iv. | IS 4081 | Safety Code for Blasting and Drilling Operations |
| v. | IS: 4138 | Safety Code for Working in Compressed Air |
| vi. | IS: 5121 | Safety Code for Piling and other Deep Foundations |
| vii. | IS: 5916 | Safety Code for Construction involving Use of Hot Bituminous Materials |
| viii. | IS: 7293 | Safety Code for Working with Construction Machinery |
| ix. | IS: 7969 | Safety Code for Storage and Handling of Building Materials |
| x | Any other Code and / or as per Directions of the Employer | |

**34.** The Employer shall have full powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner so that not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

**35.** The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possibly arrange his Work and shall place and dispose the operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.

**36.** The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

**37.** At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. for Street Lighting, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

**38.** For execution of any Items of Work Where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Lump Sum Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

**39. No Waiving of Legal Rights and Powers**

The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from

recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

**40.** The Contractor shall provide and bear all Expenses and Charges for Special or Temporary Service Roads required by him in Connections with Access to the Site at no Extra Charges and his Lump Sum Offer shall deem to include the same. He shall alter, adopt or maintain the same as required from time to time or as directed by the Employer. The Employer shall have Right of Way to this at all times and will not entitle the Contractor to claim Extra on this account.

**41.** The Contractor is expected to have a Workshop Facility available at Site for Fabrication / Additions and Alterations to the Shuttering, Pre-Stressing Works and or other Allied Works. It may please be indicated that whether the Workshop Facilities shall be provided in house or is proposed to be subcontracted locally. In both the cases, the Tenderer is to give the Details and Number of Equipment's to be installed in the Workshop for above mentioned Work.

**42.** The Employer might deploy Project Management Consultant (PMC) for Design Checking and Approval, Supervision, Quality Control, Progress Monitoring, etc. The Contractor shall abide by the Instructions / Suggestions given by the PMC for the successful completion of the Project.

**43. Interference with Traffic and Adjoining Properties**

a. All Operations necessary for the Execution and Completion of the Works and the Remedying of any Defects therein shall, so far as Compliance with the Requirements of the Contract Permits, shall be carried out so that not to interfere unnecessarily or improperly with the following.

   i. The Convenience of the public, or

ii. The Access to, Use and Occupation of Public or Private Roads and Footpaths or of Properties whether in the Possession of the Employer or of any other person.

b. In case any Operation connected with the Traffic necessitates Diversion, Obstruction or Closure of any Road, Railway or any other Right of Way, the Approval of the Employer and the Concerned Authorities shall be obtained well in advance by the Contractor.

**44. Avoidance of Damage to Roads**

The Contractor shall use every Reasonable Means to prevent any of the Roads, Bridges communicating with or on the Routes to the Site from being damaged, injured by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes, choose and use Vehicles and restrict and distribute Loads so that any such Extraordinary Traffic as will inevitably arise from the Moving of Materials, Plant, Contractor's Equipment or Temporary Works from and to the Site shall be limited, as far as reasonably possible, and so that no Unnecessary Damage or Injury may be occasioned to such Roads and Bridges.

**45. Transport of Contractor's Equipment or Temporary Works**

a. The Contractor shall be Responsible for and shall pay the Cost of Strengthening any Bridges or altering or improving any Road communicating with or on the Routes to the Site to facilitate the Movement of Contractor's Equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all Claims for Damage to any such Road or Bridge caused by such movement, including such Claims as may be made directly against the Employer, and shall negotiate and pay such Claims arising solely out of such Damage.

b. If it is found necessary for the Contractor to move one or more Loads of Heavy Constructional Plant and Equipment, Materials or Precast Units or Parts of Units of Work over Roads, Highways, Bridges on which such Oversized and Overweight Items are not normally allowed to be moved, the Contractor shall obtain Prior Permission from the Concerned Authorities. Payments for complying with the Requirements, if any, for Protection of or Strengthening of the Roads,

Highways or Bridges shall be made by the Contractor and such expenses shall be deemed to be included in his Contract Price.

**46. Un-Priced Bill of Quantities**

i. The Contractor shall furnish Un-priced Bill of Quantities along with the Technical Bid in order to ascertain the Scope of Work, to enable Technical Acceptability and to ensure Completion of Work within the Stipulated Time Schedule.

ii. The Contractor shall carry out all the Items required for the Construction of subject work in the Unpriced Bill of Quantities.

iii. The Unpriced Bill of Quantities will be considered only for the General Assessment of the Tender and it shall not be deemed to contain all the Items necessary for the Successful Completion of Construction of subject Works.

iv. During Execution, Items other than indicated in the Unpriced Bill of Quantities, but required for Construction of subject work and Allied Works shall be executed by the Contractor and the Employer shall not be liable for any Additional Payment in this regard.

**47. Advance Payments (Clause 42)**

i. The Employer shall make 5% of the contract value as mobilization advance Payment to the Contractor of the Amounts stated in the Contract Data by the Date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form acceptable to the Employer issued by a Nationalized / Scheduled Bank in Amounts equal to the Advance Payment. The Guarantee shall remain Effective until the Advance Payment has been repaid, but the Amount of the Guarantee shall be progressively reduced by the Amounts repaid by the Contractor. The Advance payment Amount will be recovered by the Employer in five (5) equal Installments from the Running Account Bill of the Contractor. Interest will not be charged on the Advance Payment.

ii. The Contractor is to use the Advance Payment only to pay for Mobilization Expenses required specifically for execution of the Works.

**48. Delayed Payments:**

The Employer shall make Payment to the Contractor under the provisions of this RFP shall be made within the period set forth therein, and if no such period is specified, within 60 (thirty) days of receiving a demand along with the necessary particulars. Unless and otherwise specified in this RFP, in the event of delay beyond such period, the Employer shall pay interest for the period of delay and recovery thereof shall be without prejudice to the rights of the contractor under this Agreement including Termination thereof.

**49. Payment before Commercial Operation Date during the trial run:**

The bidder has to run the plant for a period of 3 months (90 days) as trial run period. During the trial run period of three months the treated water shall meet the standards of leachate Treatment as by CPCB/KSPCB. The Employer (BSWML) shall pay an amount as per approved rate quoted by the bidder on litre per day basis. The amount shall be paid on monthly basis after performing checks by BSWML. The parameters of effluent from LTP shall meet the desired standards of KSPCB/CPCB.

The quality check of the trial runs shall be conducted on a weekly basis and the total of such results in a month shall be taken into account to verify the effluent quality of the parameters and compare with the KSPCB norms. Accordingly, the payment as specified above shall be released.

| S. No | Payment criteria | Parameters |
|---|---|---|
| 1 | If the output quality 100% of the specified norms then the payment for the month during trial runs period shall be 100% of the payment due to the agency shall be paid | As per KSPCB guidelines parameters shall be verified. |
| 2 | If the out quality is between 90-100%, the 90% of the eligible payment shall be paid | |
| 3 | If the out quality is between 80-90%, the 80% of the eligible payment shall be paid | |
| 4 | If the out quality is between 70-80%, the 70% of the eligible | |

| | | |
|---|---|---|
| | payment shall be paid | |
| 5 | If the out quality is between 60-70%, the 60% of the eligible payment shall be paid | |
| 6 | If the out quality is between 50-60%, the 50% of the eligible payment shall be paid | |
| 7 | If the out quality is between40-50%, then 40% of the eligible payment shall be paid. | |
| 8 | If the out quality is below 40%, then there will not be any payment | |

**50. Personal Protective Equipment**

The Contractor shall at all times keep and maintain an adequate supply of suitable Personal Protective Equipment, which shall be readily available for use at all times on the site and would include but not to be limited to the following Items.

- Safety Helmets.
- Hearing Protection.
- Respiratory Protection.
- Eye Protection.
- Protective Gloves
- Safety Footwear.
- High Visibility Clothing conforming to BS EN 471 Class 3 Standards.

All Sites shall be designated as HARD HAT and SAFETY BOOTS SITES and as such an adequate supply of Safety Helmets and Safety Boots shall be kept available for use by all Staffs, Workers and Authorized Visitors to the Sites.

The Contractor shall remove from the Site any worker who consistently refuses to wear the appropriate Personal Protective Equipment.

All Workmen at Site shall be provided with Safety Helmets and Yellow I 0range Jackets. Workmen required on Site during night hours shall be provided with Fluorescent Yellow Jackets with Reflective Lopes. Workers employed on mixing Asphaltic Materials, Cement, Lime, Mortars, Concrete, etc. shall be provided with Protective Footwear,

Protective Goggles. Those engaged in handling any Material, which is injurious to the eyes, shall be provided with Protective Goggles. Those engaged in Welding Works shall be provided with Welder's Protective Eye Shield. Stone Breakers shall be provided with Protective Goggles and Protective Clothing and seated at sufficiently safe intervals.

**51. First Aid**

The Contractor shall maintain, at every Work Place, in a readily accessible place First Aid Appliances including an adequate supply of Sterilized Dressings, Bandages, Sterilized Cotton Wool, Eye Irritation Sterile Solution, Disposable Gloves, Ointments for Burns / Cuts, Pressure Dressings, Paper Towels, General Purpose Medicines, etc. as prescribed in the Factory Rules of the State in which the Work is being carried out. The Appliances shall be kept in good order and in large work places. They shall be placed under the charge of the Safety Officer deputed by the Contractor for this Work and the Safety Officer shall be readily available during Working Hours. In each Site Office and Location one Person, suitably trained in First Aid, shall be available at all Working Hours for the purpose of attending to emergencies.

**52. Fire Precautions**

The Contractor shall be responsible for supplying and maintaining adequate Fire Precaution Facilities on all the Work Sites. The following minimum Standards shall be adhered to.

- The Contractor shall ensure that specially trained personnel are available to deal with fires due to Electrical Causes, Gas Explosions, etc.
- A Good Standard of Housekeeping shall be maintained at all times on the Sites.
- No Accumulations of Rubbish shall be allowed to gather.
- Combustible Scrap and other Construction Debris shall be disposed off site on day - to - day basis. If Scrap is to be burnt on site, the burning site shall be specified and located at a distance no less than 50m from any Construction Work or any other Combustible Materials.
- Signage shall be erected at prominent positions showing the correct use of Portable First Aid Fire Extinguishers.
- Emergency Plans and Fire Evacuation Plans shall be prepared and issued. Mock

Drills shall be held on a regular basis to ensure the Effectiveness of the Arrangements.

**53. Fire Fighting Equipment**

At various locations around the Site, clearly visible Fire Points shall be established for use in an Emergency and each Fire Point should have available as a minimum the following type of Equipment.

- Dry Powder Extinguisher.
- Water Type Extinguisher.
- Bucket of Sand.

Recharging of Fire Extinguishers and their Proper Maintenance should be ensured and as a minimum should meet Indian National Standards.

The Telephone Number of the Local Fire Brigade along with other Emergency Numbers (Hospital, Police Stations, Ambulance, etc.) shall be displayed near each telephone on Site.

Supervisors and Workmen at the Site should be trained in the Use of Fire Fighting Equipment provided at the Site.

**54. Storage of Flammable Liquid**

All Flammable Liquids shall be kept in a Secure Fire-Resistant Store protected from Electrical Sparks, Welding Sparks, Open Flames and Smoking.

Only such amounts of Flammable Liquids shall be issued as are required for immediate use. Cans for carrying Flammable Liquids shall be leak proof and properly stoppered and clearly marked "Flammable Liquid".

Rags soaked in Paints, Kerosene and other Flammable Liquids shall be disposed of daily under supervision. Large quantities of such rags shall not be allowed to accumulate.

All Diesel Fuel Storage Tanks shall be bunded around in order to control any Spillage or Leakage that may occur.

"No Smoking" Signs shall be prominently displayed at all areas where Flammable Materials are stored.

**55. Release of Performance Security**

The 100% Performance Security shall be released only after 100% satisfactory

completion Period of 7 Months of establishment period followed by 3 months of trial run period.

**56.** Any Up gradation in Technology in terms of Construction Procedures / Construction Materials / Construction Equipment's will be adopted from time to time on mutual consents of the Employer and the Contractor. Further, the Contractor shall adopt Construction Machineries, Execution, Methodology, Quality Control System, Safety Management etc. as per the prevailing State - of - the - Art Facilities in prior consent with the Employer.

**57. Other Conditions Specific to this work:**

a. Since the nature of work is a specific work related to Supply, Installation, Commissioning and construction of Leachate Treatment Plant, the any member of the consortium shall be an ISO 9001:2015 certified company. The agency consortium shall submit the document relating to ISO certification issued by the competent certified agencies.

b. Since the nature of work is a specialized job, Consortium of minimum of Two Partners and Maximum of Three partners is allowed and the conditions in such case of consortium are:

i. The Lead member /Consortium partners should have achieved in at least in any two financial years from among last five financial years a minimum financial turnover as specified at Section under General Chapter**,** Clause 3 "Qualification of Tenderers" sub section 3.2 (a)

ii. Any one member of the consortium or the combined members of the consortium shall meet the criteria - The Bidder / Consortium member shall have Satisfactorily completed for the any of the said values of the works of similar nature of works for any Government Agency /PSU/Semi Government/Urban Local Bodies/Service provider to Govt, at Section under General Chapter., Clause 3 "Qualification of Tenderers" sub section 3.2 (b).

iii. The Bidder / Consortium shall have executed in any one year of last five years period, the following specific nature of Work:

Similar nature of the work means supply, installation and operation of any LTP/ETP/ CETP/STP or any equivalent nature of treatment plant and continuously maintaining

the same plant atleast three months during last five years and plant must be running/ working condition till submission of the bid

Such "Supply, Installation, Commissioning of minimum of 1 Number of Leachate treatment plants of atleast 30% of the estimated quantity put to tender and have operated and maintained the plant for a minimum of 3 months" for any Government Agency /PSU/Semi Government/ Urban Local Bodies /Service provider to Govt, as specified at Section under General Chapter., Clause 3 "Qualification of Tenderers" sub section 3.2 (c)

c. In case the Bidder is a Consortium, it shall, comply with the following requirements:

I. Number of members in a Consortium shall not exceed 3 (three);

II. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"), the Bid should contain the information required for each member of the Consortium;

III. The nomination(s) of the Lead Member shall be supported by a POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM , and **Power of Attorney for signing of Bid** in the format at **Appendix-3 and Appendix – 4** signed by the members of the Consortium

IV. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial obligations;

v. An individual Bidder cannot at the same time be member of a Consortium applying for bid Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the bid;

vi. Members of the Consortium shall enter into a binding Memorandum of Understanding (the "Memorandum of Understanding" or "MoU"), for the purpose of submitting Bid and should submit the same along with the Bid. MoU should be specific to the Package and should fulfill the requirements set out below, failing which the Bid shall be considered non-responsive. MoU shall, inter alia:

a. Convey the intent of the members of the Consortium to enter into the Agreement in case the bid is awarded to the Consortium;

b. The Lead Member would enter into the Agreement with BBMP on behalf of the members of the Consortium and subsequently carry out all the responsibilities as the Service Provider in terms of the Agreement.

c. Clearly outline the proposed roles and responsibilities of each member of the Consortium;

d. Include a statement to the effect that all members of the Consortium shall under the Agreement, be liable jointly and severally for all obligations of the Service Provider in relation to the bid.

e. MoU entered into, between the members of the Consortium shall be specific to the project and should contain the above requirements, failing which the Proposal shall be considered non-responsive and liable for rejection.

f. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

g. A Bidder including any Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member.

h. In computing the Technical and Financial Capacity of the Bidder under Section III, the Technical and Financial Capacity of the Bidder(s)/Members of consortium would be considered. Experience of associate company/parent company/ subsidiary company shall not be considered for qualification purposes.

**58. Death of a Contractor:**

In the case of death of a contractor after executing / commencement of the work, his legal heir, if willing can executive and complete the work at the accepted tender rates irrespective of the cost of work as per the terms and conditions specified in this RFP.

## Annexure A:

## LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1. Indian Council of Arbitration, New Delhi.
2. International Centre for Alternative Disputes Resolution (India).
3. Indian Roads Congress.
4. Indian Building Congress.
5. Indian Institute of Bridge Engineers.
6. Indian Institute of Public Health Engineers.
7. Institute of Water Works

| SECTION 6: CONTRACT DATA | | |
|---|---|---|
| **Items marked "N/A" do not apply in this Contract** | | |
| The following documents are also part of the Contract: | | **GCC Clause Reference** |
| The Employer is: | | |
| Name: | Chief Engineer & Chief General Manager (Tech), BSWML, Bangaluru | [1.1] |
| Address: | Office of the Deputy General Manager-2,<br>Bengaluru Solid Waste Management Limited<br>#30/1, 1st and 2nd Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru, Karnataka 560 052 | |
| Name of authorized Representative: | The Deputy General Manager-2,<br>Bengaluru solid waste Management Limited (BSWML) | |
| The name and identification number of the Contract is | | [1.1] |
| **Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee) "** | | |
| The Works consist of | Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee) " | |
| The start date shall be Two weeks from the date of issue of notice to Proceed with the work. | | [1.1] |
| The Intended Completion Date for the whole of the Works is **07Months** with the following mile stones. | | [17, 26] |
| The liquidated Damages for the whole of the works is as follows: | | [41] |

| Description of Milestone | Task | Stipulated duration of task to be achieved | Liquidity damages for non-adherence of milestone timelines |
|---|---|---|---|
| Mile Stone 1 | Detailed Design of Components & Submission of Drawings after proof checking of design & drawings | 2 Months from issue of work order | Rs. 5000/ day |
| Mile Stone 2 | Procurement of Equipment | 4 months from issue of work order | Rs. 15000/ day |
| Mile Stone 3 | Establishment of civil structures | 6 months from issue of work order | Rs. 30000/ day |
| Mile Stone 4 | Erection of Equipment | 7 months from issue of work order | 0.1% of the contract price per day |
| Mile Stone 5 | Electrical works and commissioning | 7 months from issue of work order | |
| Mile Stone 6 | Testing & Commissioning | 1 month from the date of 100% physical completion of plant | |
| Mile Stone 7 | Trial Run duration | 3 months after testing & commissioning OR before arriving 100% output quality parameters | |

| | Type of Cover | Minimum cover for Insurance |
|---|---|---|
| (i) | Works and of plant and material | The sum stated in the agreement plus 20% |
| (ii) | Loss or damage to equipment | Full replacement cost |
| (iii) | Loss or damage to property of Third Party | Full replacement cost |
| (iv) | Personal injury or death insurance (a) for Third Party | 50 Lakhs |
| | (b) for Contractor's employees or labour: | In accordance with the statutory requirements amounts of the advance payment are applicable to Karnataka [Clause47] |

| Nature of Advance | Amount (Rs.) | Conditions to be fulfilled |
|---|---|---|
| Mobilization | 5 % of the Contract price | On submission of un-conditional Bank Guarantee. (To be drawn before end of 20% of Contract period) |

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).

Repayment of advance payment for mobilization: [Clause 47]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price or 3 months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

The date by which "as-built" drawings in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [Clause 48]

The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [ Clause 48]

## SECTION 7: SPECIFICATIONS

**All Items of Work shall be measured as per actual execution.**

### 1.1 General Requirements

The Technical Specifications in accordance with which the entire Work described hereinafter shall be constructed and completed by the Contractor shall comprise of the following.

#### 1.1.1 PART - I: General Technical Specifications

The General Technical Specifications shall be the "SPECIFICATIONS FOR Setting up the Leachate Treatment units.

#### 1.1.2 PART - II: Supplementary Technical Specifications

The Supplementary Technical Specifications shall comprise of various Amendments/Modifications/Additions to the "General Technical Specifications" referred to in PART - I above and Additional Specifications for Particular Item of Works not already covered in PART - I.

**1.1.2.1** A Particular Clause or a Part thereof in "SPECIFICATIONS FOR **1.1.2.** The Additional Specifications shall comprise of Specifications for Particular Item of Works not already covered in PART - I.

**1.1.2.2** When an Amended /Modified / Added Clause supersedes a Clause or part thereof in the said Specifications, then any reference to the superseded Clause shall be deemed to refer to the Amended / Modified / Added Clause or part thereof.

**1.1.2.3** In so far as Amended/ Modified / Added Clause may come in conflict or be inconsistent with any of the Provisions of the said Specifications under reference, the Amended / Modified / Added Clause shall always prevail.

**1.1.2.4** In the absence of any definite Provisions on any particular Issue in the aforesaid Specifications, reference may be made to the Latest Codes and Specifications of IS and BIS Codes in that order. Where even these are silent, the Design and Construction and Completion of the Works shall conform to Sound Engineering Practice as approved by the Engineer-in-charge and in case of any dispute arising

out of the interpretation of the above, the decision of the Engineer-in-charge shall be final and binding on the contractor.

**1.1.2.5** The contractor shall stakeout the alignment and establish the Bench marks and its Preservation / Checks as required at required frequency, etc. shall be as per the Provisions in the Relevant Specifications / Codes and approved by the Engineer-in-charge. The Cost of these Works is considered Incidental to Main Work and Part of the Contract and no extra payment shall be made towards this.

## 2.0 Scope of Work

The scope of the current project "" Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee)" and will include the following:

### Brief Description

A. Supply, Installation, Commissioning of 20 KLD capacity Leachate Treatment Plant at designated locations identified by BSWML, to treat leachate generated from Municipal solid waste at project site and trial run for a period of 3 months.

B. The Contractor will have to,

i. Supply, installation, commission, manage, operation and maintenance (during treatment and disposal) at the Project Site and in conformity with the Specifications and Standards as per the MSW rules 2016 and applicable norms of KSPCB.

ii. The construction includes the civil works along with development of all support infrastructure, electromechanical, instrumentation and such other activities that are required to be carried out in safe operations;

iii. To reduce BOD, COD, Total Suspended Solids etc., in the legacy leachate to permissible limits.

iv. Discharge of Treated water to the water bodies and reuse for Greenery development at the project site.

v. The BSWML shall be at liberty to take the treated leachate for its own consumption at free of cost and the agency shall have no claims on this treated leachate.

vi. Treating the leachate to standards acceptable for safe disposal and it should be ZLD.

vii. Perform and fulfill such other obligations incidental to the proposed activities.

viii. Operate and maintain the Project in accordance with the provisions of this Agreement; and

ix. Perform and fulfill all other obligations in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under this Agreement.

The Contractor has the following general obligations, irrespective of the technology used, for Project development:

A. Components / equipment to be deployed at the treatment plant shall comply with approved/ minimum technical standards as per Bureau of Indian Standards (BIS) / International Electro-technical Commission / technical standards that are specified by GOK, as amended from time to time, and as per good industry practice; and

B. All the recurring costs like use of chemicals, inoculums, and sanitizer; salaries of staff deployed, etc. will be borne by successful bidder during the operations of the plant

C. Water Connection and usage cost has to borne by Contractor. however, the deposit shall be reimbursed on the production of actuals.

D. All the equipment will have to be maintained as per their schedule. Any break down of an equipment for more than 2 times in a week will be liable for a penalty of Rs. 1000/day. It should be repaired in 48 hours' time period.

E. The contractor will be responsible to maintain the cleanliness at the plant area only.

F. Electricity: The Electrical Connection will be arranged by successful bidder at its own cost. The contractor must pay monthly bill at his own cost. In case of electricity failure, backup power supply arrangement shall be borne by contractor at no additional cost.

G. The plant area must have lighting flux as required. Any existing light/ fixtures not working must be changed/ repaired immediately by the Contractor.

H. BBMP shall help the successful bidder to get the necessary government approvals. However, bidder has to provide the proper documentation for the same at no additional cost.

I. BSWML will dispose the final reject solids/ RO rejects to the Sanitary landfill.

## INDICATIVE QUALITY OF LEACHATE TO BE TREATED

The characteristics of Leachate Varies from time to time. The characteristics range varied in previous tests are as below

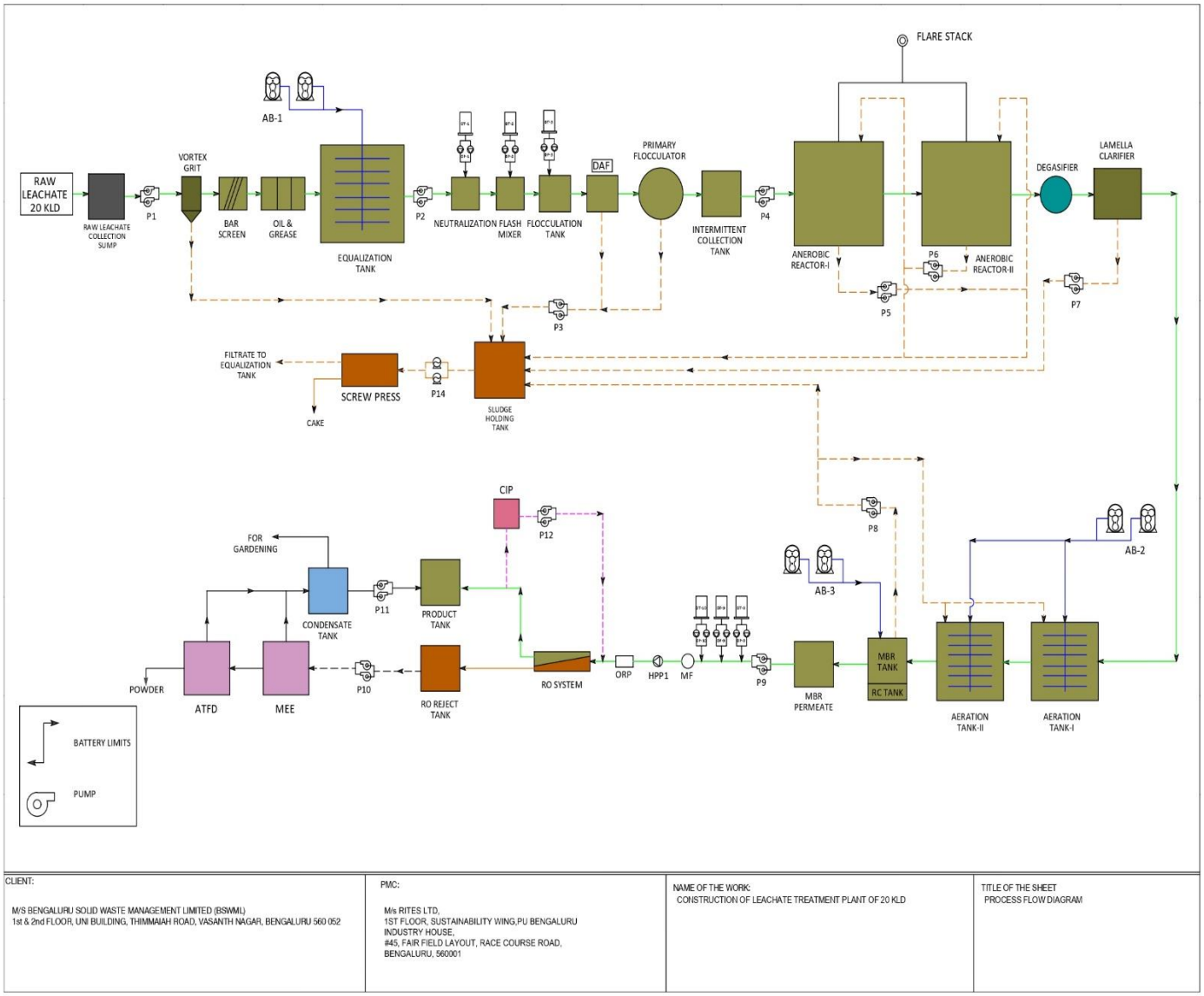
| PARAMETERS | LEACHATE FEED |
|---|---|
| TDS (Total Dissolved Solids) | 12800- 30000 mg/ L |
| TSS (Total Suspended Solids) | 180-1000 mg/ L |
| COD | 848 - 25000 mg/ L |
| BOD | 1000 – 17000 mg/l |
| PH | 6.52 – 7.5 |

However, the bidders are advised to make their analysis and study the report/characteristics of Leachate before bidding.

The successful bidder shall submit periodic test reports of the leachate samples from NABL accredited labs / KSPCB during the trial run period of 3 months and incase of the leachate parameters exceed beyond 25% of the specified parameters the bidder will be paid at the agreed rates.

# SECTION 8: DRAWINGS

**The given drawing is only indicative.**






Service Provider Deputy General Manager -2

## SECTION 9: BILL OF QUANTITIES

**The contractor has to quote for each item of work in Bill of quantities made available in KPP portal**

**Note:**

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees

| Sl No. | Description | Unit | Qty | Rate in Rupees | Amount in Rupees | |
|---|---|---|---|---|---|---|
| | | | | | In Figures | In Words |
| 1. | **Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee)"** The execution of 20 KLD plant has to be done as per proof checked & approved design & drawing and the payment shall be released as per the payment schedule. | JOB | 1 | | | |
| 2. | Operation & Maintenance of Leachate Treatment plant of 20 KLD capacity during the trial runs for duration of maximum 90 days & payment shall be release as per payment schedule | Litre per day | 1 | | | |

## SECTION 10: FINANCIAL BID

### GENERAL NOTES

1. The Financial Bid is to be read, for the purpose of pricing, in conjunction with the Instructions to Tenderers, Conditions of Contract, Scope of Work, Design Criteria, Specifications, Drawings and all other Component Parts of the Tender Document.

2. The Contractor shall quote the **Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee) ".** as per the format given in the **Form of Financial Bid**. The **Turnkey Lump Sum Fixed Price** quoted shall be for the entire Scope of Work with all General Risks, Liabilities and Obligations set forth or implied in the Document on which the Tender is to be based. Variation in Quantities due to Site Requirement does not entail a Contractor for any revision in the Quoted Offer.

3. The **Turnkey Lump Sum Fixed Price,** shall include Cost of all Materials (including Cost of Cement, Reinforcement Steel, etc.), Plant, Labour, Equipment, Aesthetic Lighting, Landscaping, Conveyance, Utility Shifting, Tree Transplantation, Providing and Maintaining Communication Facilities, etc., all Leads and Lifts for various Components of LTP, etc. as specified. The Amount offered shall be Final and no claim whatsoever on any account shall be entertained.

4. The foundation depth considered for all civil structures is 2.00 m from the levelled ground. All civil structures are considered with raft foundation and RCC wall and a bottom slab of RCC. All structures are open without roof. The leachate collection tank & pump set from leachate collection tank are in the scope of bidder only.

5. The **Turnkey Lump Sum Fixed Price,** shall be exclusive of GST & all Taxes, Duties and Levies including Sales Tax, Service Tax, Municipal Taxes, Local Taxes, Octroi, ESI, all Royalties, Patent Rights, other Incidental Charges, etc.

6. All Items shall be executed as per the Approved Designs and Drawings and shall comply with the Specifications, Conditions of Contract, Design Criteria of the Tender Document and Orders conveyed by the Employer or his Representative from time to time during the Course of Execution. If there are any Items in Contract Proposals, which is not specified, shall comply with the Specifications specified in relevant IS Codes, CPHE Manuals etc.,

7. The **Turnkey Lump Sum Fixed Price,** quoted shall include Clearance of Site both Prior to Commencement of Work and after its Completion

8. Where there is a Discrepancy between the Price Quoted in Figures and Words, the Lower of the two will govern.

9. Disposing of all the Disused Materials shall be the Responsibility of the Contractor.

10. The **Turnkey Lump Sum Fixed Price** quoted shall include all Safety and Precautionary Measures to be followed at Site during the Course of the Execution.

11. The selection criteria for successful bidder Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee) " will be the lowest cost bid (L1 Bid).

12. Rejects of 20% of the input quantity is considered towards transportation.

## Form of Financial Bid

**Description of the Works: Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee) ".**

To
Office of Deputy General Manager-2,
Bengaluru solid waste Management Limited (BSWML)
#30/1, 1st and 2nd Floor, UNI Building, Thimmaiah Road
Vasanth Nagar, Bengaluru, Karnataka 560 052

Dear Sir

We offer to construct and maintain till the commercial operation date the Works described above in accordance with the Terms and Conditions, Scope of Work, Conditions of Contract accompanying this Tender for the Turnkey Lump Sum Fixed Price as indicated in **Schedule A**.

This Tender and your Written Acceptance of it shall constitute a Binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in Force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender Validity and Earnest Money Deposit required by the Tender Documents.

Yours faithfully

Authorized Signature:
Name and Title of Signatory:
Name of Tenderer:
Address:

## Schedule A

As per KPP-portal Commercial bid format as given below:

| Sl No. | Description | Unit | Qty | Rate in Rupees | Amount in Rupees | |
|---|---|---|---|---|---|---|
| | | | | | In Figures | In Words |
| 1. | **Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee)"** The execution of 20 KLD plant has to be done as per proof checked & approved design & drawing and the payment shall be released as per the payment schedule. | JOB | 1 | | | |
| 2. | Operation & Maintenance of Leachate Treatment plant of 20 KLD capacity during the trial runs for duration of maximum 90 days & payment shall be release as per payment schedule | Litre per day | 1 | | | |

**Note:**

1. Item for which no Rate or Price has been entered in will not be paid for by the Employer when executed and shall be deemed Covered by the other Rates and Prices in the Financial Bid (Refer ITT Clause 11.2 and CC Clause 37.2).
2. The Turn Key Lump Sum Fixed Price shall be quoted by the Tenderer in Indian Rupees.
3. Where there is a Discrepancy between the Price Quoted in Figures and Words, the lower of the two will govern [Refer ITT Clause 24.1(a)].
4. The selection criteria for successful bidder for **Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee)"** will be L1 (who quotes the lowest cost for the bid).

## SECTION 11: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To: [Name of Employer]
[Address of Employer]

WHEREAS [Name and Address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. dated to execute the work of **Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee) with "** [name of Contract and Brief Description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Security for compliance with his Obligations in Accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs [Amount of Guarantee] Rupees- [in words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the Terms of the Contract or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any Liability under this Guarantee, and we hereby waive Notice of any such Change, Addition or Modification.

This Guarantee shall be valid until 30 days from the Date of commercial operation.

Signature and Seal of the Guarantor:
Name of Bank:
Address:
Date:

## SECTION 12: BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To: [Name of Employer]
[Address of Employer]

In accordance with your **Tender No. _____ dated: _____** for the Work of **Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee) " (**hereinafter called "the Tender"), M/s _____ having its Registered Office at _____(hereinafter called "The Tenderer / The Bidder") wishes to participate in the said Tender. As per the tender conditions an irrevocable Bank Guarantee for an Amount of Rs._____(Rupees) is required to be submitted by the Tenderer towards the Earnest Money Deposit for the tender / bid Security.

KNOW ALL MEN by these presents that we, _____(Name of Bank) of having our Registered Office at (hereinafter called "the Bank") at the Request of the Tenderer do hereby unequivocally and unconditionally guarantee the same Amount as stated above. The Bank is bound unto Bengaluru Solid Waste Management limited, Bengaluru (hereinafter called "the Employer) in the same Amount as stated above for which Payment well and truly to be made to the said Employer, the Bank binds himself, his Successors and Assigns by these presents.

SEALED with the Seal of the said Bank this day of The Conditions of this Obligation are:
1. If the Tenderer withdraws his Tender after Tender Opening during the Period of Tender Validity specified in the Tender Document; or
2. If the Tenderer does not accept the Correction of the Tender Price in accordance with the Instructions to Tenderers.
3. If the Tenderer having been notified of the Acceptance of his Tender by the Employer during the Period of Tender Validity
a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers; or
b. Fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers.

We undertake to pay to the Employer up to the above Amount upon Receipt of his First Written Demand, without the Employer having to substantiate his Demand, provided that in his Demand the Employer will note that the Amount claimed by him is due to him owing to

the Occurrence of one or any of the Conditions, specifying the Occurred Condition or Conditions.

This Guarantee will remain in force up to and including _____(Date) i.e. _____(Days) after the Deadline Date for Tender Submission as such Deadline is stated in the Instructions to Tenderers or it may be extended by the Employer, Notice of which Extension (s) to the Bank shall be received from the Tenderer on whose behalf this Guarantee has been issued. Any Demand in respect of this Guarantee should reach the Bank not later than the above Date.

Date ____

Signature of the Bank_____ Seal of the Bank _____

Signature of the Witness _____

Name and Address of the Witness ____

## SECTION – 13 CONTRACT FORMS

### Appendix -1

### INDEMNITY BOND

This indemnity executed on _____in favour of **M/s BENGALURU SOLID WASTE MANAGEMENT LIMITED (BSWML)** having their office at 1st & 2nd Floor, UNI Building, Thimmaiah road, Vasanth Nagar, Bengaluru 560052, hereafter referred in this indemnity bond as **Client/BSWML/Indemnified** which expression unless excluded by or repugnant to the context shall mean and include its successors, assigns of the one part;

By _____ incorporated pursuant to section 12(1) of the Limited Liability Partnership Act,2008 having registered office at _____ a firm having consortium (if any) with _____having the office _____ hereby jointly submit this indemnity bond and hereafter referred as _____and hereafter referred in this indemnity bond as "executor/indemnifier" at which expression unless excluded by or repugnant to the context shall mean and include his/their/its heirs, representatives, administrators, assigns of the OTHER PART.

WHEREAS M/s "Client/BSWML/Indemnified" entrusted the "project" to "executor/indemnifier vide Work Order No. _____to execute "Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee)" herein after called "project";

Where as the executor agreed for the terms and conditions of the contract of the project and developed the design to establish the project as per the contract conditions.

WHEREAS the "executor" submitted the design and drawing to execute the project and hereby indemnify the client/BSWML/Indemnified from all the acts deeds and safeguard the protection of the project due to any lapse in the design and drawings which may have direct effect on the project and hence indemnify the client as follows:

WHEREAS it is hereby certified that the design and drawings for the project followed technology indicated in the contract of the project satisfy the industry norms and follow

the production process as per the contract entered between both parties and particulars given therein by executor are factually correct to the best of his knowledge and belief.

WHEREAS it hereby further certified that the design, and further preparation of structural drawings and Details included not only the safety with respect to the service loads but also from the natural Hazards and the structural design shall follow the provisions prescribed in the latest Version of National Building Code/ Indian Standards and codes.

WHEREAS it is further certified that the design and technology is at par with our design solemnly responsible under lies on us and shall in case of in any of such cases (Technology/building plan Sanction/ regularization / completion certificate and etc.;) the sole responsibility shall lie on executor and be kept BSWML indemnified and harmless at risk and cost of the executor in any dispute/legal proceeding arising there from dues lapse on design and or drawings.

WHEREAS it is further certified that to execute the project as per the design and drawings submitted by us and construction ensure at site as per the good for construction drawings shall include all provisions of the National Building Code/ Indian Standards/ codes have been adhered to design & drawings.

WHEREAS Executor hereby undertake to indemnity the BSWML and its authorized representatives and to keep harmless for any loss, damage, dispute, financial loss etc. due to lapses in design and drawings submitted for the technology to be established at project site.

Executors

Consortium Members Presented by

WITNESSES WITNESESS

1.

2.

## Appendix -2

## Information regarding Anti-Blacklisting – Affidavit

**(On a Stamp Paper of value of Rs.100)**

I. M/s. …… (Single Business Entity/Lead Member/ Other Member/s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/ director's are not barred by Bengaluru Solid Waste Management Limited ("BSWML") / any other entity of Government of Karnataka or blacklisted by any state government or central government/ department urban local body/agency in India from participating in bidding process, either individually or as member of a Consortium as on the ……. (Bid Due Date).

We further confirm that we are aware that our Proposal for the Assignment would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this ……. Day of ……. 20….

Signature of the Authorised person

Name of the Authorised Person
*To be executed separately by all the Members in case of Consortium*

Contractor BSWML Engineer

***[Notary Seal and Signature]***

**APPENDIX- 3:**
**Power of Attorney for signing of Bid**
(On a Stamp Paper of value of Rs.100)
(Refer Clause 2.3(b)

Know all men by these presents, We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at …….., who is presently employed with us and holding the position of ……. , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid in respect of the Package of the Assignment provided in Letter of Bid for "Turnkey Lump Sum Fixed Price No Variation Tender based on Tenderer's own Design for the work of "Supply, Installation, Commissioning and Construction of Leachate Treatment Plant of 20 KLD Capacity at MSW Processing Plant of BBMP (As per directions of the NGT Committee) of Bengaluru Solid Waste Management Company Limited, (hereinafter referred to as BSWML) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in the Bidding Process and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Assignment and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority. AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……
DAY OF ……., 2…..
For ……..
Witnesses: 1.
(Signature, name, designation)

(Notarised) Accepted
…… (Signature)

(Name, Title and Address of the Attorney) Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Wherever required, the Bidders should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

## APPENDIX - 4:
## POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(On a Stamp Paper of value of Rs.100)

Whereas the Bengaluru Solid Waste Management Limited ("BSWML") has invited Bids from interested parties for supply of manually push operated Sweeping Machines. ("The Assignment").

Whereas……..…….. and ……..

(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Assignment listed in Letter of Bid in accordance with the terms and conditions of Request for Proposal (RFP) and other connected documents in respect of the Assignment, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Assignment and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s_____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to subdelegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Right/ Contract, during the execution of the Assignment, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Assignment, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Assignment and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and

shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……. DAY OF …….20_

Service Provider CGM (TECH)

For _____ (Name & Title)

For _____ (Name & Title)

For _____ (Name & Title)

Witnesses: (Executants)

1.

2 .

(To be executed by all the Members of the consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by the Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**APPENDIX-5**

**Form-9: Format for Joint Bidding Agreement**

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ……. day of ..... 20…

**AMONGST**

1. …… Limited, a company/partnership/LLP/proprietorship incorporated/registered under [***] and having its registered office at …… (herein after referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. …… Limited, a company/partnership/LLP/proprietorship incorporated/registered under [***] and having its registered office at ……. (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. …… Limited, a company/partnership/LLP/proprietorship incorporated/registered under [***] and having its registered office at …… (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

**WHEREAS,**

(A) **[Name of the State Department of Urban Development]**, having its principal office at ……

including its administrators, successors and assigns) and the [Name of the Authority], having its principal office at …… including its administrators, successors and assigns) have invited Proposals (the **"Proposals"**) by its Request for Proposal No. …… dated …… (the **"RFP"**) for Collection, Transportation and Processing of Construction and Demolition (C&D) waste for **Package-4** having capacity of 750TPD to identified location as per the PIM document by BSWML at Bengaluru through public private partnership.

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture/Consortium/LLP and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Joint Venture/Consortium/LLP shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Joint Venture/Consortium/LLP**

The Parties do hereby irrevocably constitute a Joint Venture/Consortium/LLP (the **"Joint Venture/Consortium/LLP"**) for the purposes of jointly participating in the Selection Process for the Project.

The Parties hereby undertake to participate in the Selection Process only through this Joint Venture/Consortium/LLP and not individually and/ or through any other Joint Venture/Consortium/LLP constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Joint Venture/Consortium/LLP is declared the Selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 2013 for entering into a Concession Agreement with the State Government and

Authority for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead Member of the Joint Venture/Consortium/LLP (the shareholding of the Lead Member should be [at least 51% or majority shareholder]) and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Joint Venture/Consortium/LLP during the duration of the Project;

(b) Party of the Second Part shall be responsible for [insert role]

(c) Party of the Third Part shall be responsible for [insert role]

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till the expiry of the Concession Agreement.

**6. Shareholding in the SPV**

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

The Parties shall ensure that the Parties shall: (i) collectively hold at least 51% (fifty one percent) shareholding in the paid up and subscribed equity of the concessionaire/SPV until expiry of 3 (three) years from COD; and (ii) each of the Parties whose Technical Capacity and Financial Capacity was taken into consideration shall each hold 26% (twenty six percent) shareholding in the paid up and subscribed equity of the concessionaire/SPV until expiry of 3 years from COD.

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

**7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of

its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture/Consortium/LLP Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

**8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Project is achieved under and in accordance with the Concession Agreement. However, in case the Joint Venture/Consortium/LLP is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Concessionaire is not pre-qualified or upon return of the Bid Security by the BSWML to the Concessionaire, as the case may be.

**9. Miscellaneous**

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the BSWML

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

| | |
|---|---|
| SIGNED, SEALED AND DELIVERED<br>For and on behalf of<br>**LEAD MEMBER** by:<br>(Signature) (Name)<br>(Designation)<br>(Address) | SIGNED, SEALED AND DELIVERED<br>For and on behalf of<br>**SECOND PART**<br>(Signature) (Name)<br>(Designation)<br>(Address) |

| | |
|---|---|
| SIGNED, SEALED AND DELIVERED<br>For and on behalf of<br>**THIRD PART**<br>(Signature) (Name)<br>(Designation) (Address) | |

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture/Consortium/LLP Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.